

**AMENDED
CITY OF TEMPE
FIREFIGHTERS UNIT
MEMORANDUM OF UNDERSTANDING
July 1, 2005 – June 30, 2007**

This Amended City of Tempe Firefighters Unit Memorandum of Understanding July 1, 2005 – June 30, 2007 (“Amended MOU”) is made and entered into this _____ day of June, 2006 by and between the City of Tempe (“City”) and the Firefighters Unit (“Unit” or “Union”).

RECITALS

WHEREAS, the City and the Union met and conferred and entered into a 2005 – 2007 Memorandum of Understanding (“MOU”), which was approved by the City Council on June 16, 2005;

WHEREAS, representatives of the City and the Union agreed to re-open the MOU, and have further agreed upon amendments to the MOU;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations of the parties hereto, the City and the Union agree as set forth below:

1. Applicability of the MOU. With the exception of the provisions stated herein, all other provisions of the MOU shall remain in full force and effect.
2. Wages. Article 3, Section 1 of the MOU is hereby amended by adding the following paragraphs to the end of the section:

In July 2006, the City will conduct a market survey of the salaries paid in Tempe’s established benchmark cities. Market survey adjustments will be made, as necessary, to the salary ranges for all positions represented by the Union to ensure that they are at or above the median of comparable positions in the benchmark cities (comparing the maximum salaries of the positions). The eight annual steps for firefighters subsequent to graduation from the Academy will be maintained in the same relative position from the top of the firefighter salary range, as provided in the 2005-2006 salary ranges in the existing MOU, and all firefighters shall advance through the steps according to existing policy. All existing policies regarding percentages between the base salaries of various positions shall remain in effect.

Unit Members whose base salaries are below the newly-established ranges/steps for their positions shall have their base salaries adjusted to the new median rates.

Any salary increases resulting from a range adjustment, based on the 2006-2007 market survey, shall be retroactive to the beginning of the City's first pay period ending in July 2006.

An updated salary schedule shall be attached to the MOU upon completion and approval of the 2006-2007 market survey.

3. Productivity Enhancement Pay. Article 3, Section 3 of the MOU is hereby amended by adding the following paragraph between the second and third paragraphs:

For fiscal year 2006-2007, unit members' Productivity Pay will increase to the following percentages of base pay:

<u>Years of Service</u>	<u>% of Base Pay</u>
5-9	2%
10-14	4%
15-19	6%
20-24	8%
25+	10%

4. Holiday Benefits. Article 18, paragraph 3 of the MOU is hereby amended by adding the following sentence to the last paragraph:

For fiscal year 2006-2007, Unit Members shall be entitled to two (2) personal leave days, administered in the same manner as the existing personal leave day.

5. Overtime. Article 21 of the MOU is hereby amended by adding the following section:

6. For the 6.24 hours per pay period (commonly referred to as "FLSA Hours") that are considered overtime in the 56-hour per week schedule, Unit Members will be paid two (2) times their regular rate of pay during fiscal year 2006-2007. This is an increase from the 1½ times paid in fiscal year 2005-2006.

6. Vacation Leave. Article 24 of the MOU is hereby amended by adding the following sentence to the end of the fourth paragraph:

If, at the end of the first three-year period, Unit Members have not revoked their election to have subsequently-earned vacation leave paid-out, they may make a one-time revocable election to have the pay-out period extended for three (3) additional years.

7. Reversionary Clause. The MOU is hereby amended by adding the following paragraph as the second paragraph in the section of the MOU titled, "Proviso for Existing Benefits:"

The improvements to Productivity Enhancement Pay, Overtime Pay and Vacation Leave provided in the June 2006 Amended MOU are granted by the City, in lieu of additional pay that the Union Members would have earned by moving from the "market median" pay plan to the "75th percentile" plan. Also, the additional Personal Day was granted in lieu of two additional vacation days for employees with less than 15 years of service, which were approved for all other benefited City employees in June 2006. If, at any time in the future, the Union pursues a pay plan with salaries above the "market median" or recovery of the two vacation days, based on parity with other City employees, a reduction of equal cost to the City must be made to the aforementioned pay and benefits provided to Union Members.

IN WITNESS WHEREOF, the Parties hereto have executed this Amended MOU this _____ day of June, 2006.

CITY OF TEMPE, ARIZONA

By: _____
City Manager

ASSOCIATION REPRESENTATIVE

By: _____

Its: _____

APPROVED AS TO FORM:

City Attorney